

Tom Domonoske

From: Kim Cybulski <kcybulski@vhbmortgage.com>
Sent: Wednesday, January 30, 2013 5:29 PM
To: 'tomdomonoske@earthlink.net'
Subject: information for loan application
Attachments: 20130130165540.pdf



Importance: High

Hello Mr. Domonoske,

I spoke to my team leader today to see what documentation would be most helpful in determining qualification of refinancing Mrs. Cross's mortgage. I have attached a verification of mortgage which we would need to update our credit report. How the current mortgage holder completes this form will be crucial, as that is what I must submit to the our credit reporting agency in order to add the mortgage reference. It could possibly be done by the credit reporting agency contacting the lender directly, but I fear it would not be handled favorably. Let me know if there are questions regarding this form.

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Regards,

Kim Cybulski
Senior Mortgage Loan Officer
VIRGINIA HERITAGE MORTGAGE
4211 Pleasant Valley Road #150
Chantilly, VA 20151
703-766-6402 office
540-270-7953 mobile
703-766-6420 fax
NMLS #188605

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Request for Verification of Mortgage

5012001431

Privacy Act Notice: This information is to be used by the agency collecting it or its assignees in determining whether you qualify as a prospective mortgagor under its program. It will not be disclosed outside the agency except as required and permitted by law. You do not have to provide this information, but if you do not, your application for approval as a prospective mortgagor or borrower may be delayed or rejected. The information requested in this form is authorized by Title 38, USC, Chapter 37 (if VA); by 12 USC, Section 1701 et. seq. (if HUD/FHA); by 42 USC, Section 1452b (if HUD/CPD); and Title 42 USC, 1471 et. seq., or 7 USC, 1921 et. seq. (if USDA/FmHA).

Instructions: Lender – Complete items 1 through 8. Have applicant(s) complete item 9. Forward directly to creditor named in item 1.
Creditor – Please complete Parts II and III and return DIRECTLY to lender named in item 2.

Part I - Request

1. To (Name and address of creditor)	2. From (Name and address of lender) Kim Ann Cybulski Virginia Heritage Bank 4211 Pleasant Valley Rd. Chantilly, VA 20151 Phone 703-766-6400 Fax 703-766-6420
--------------------------------------	--

I certify that this verification has been sent directly to the creditor and has not passed through the hands of the applicant or any other interested party.

3. Signature of Lender - <i>Kim Cybulski</i>	4. Title Loan Officer	5. Date 11/30/13	6. Lender's No. (Optional) 5012001431
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7. Information to be verified

Property Address [REDACTED] Warrenton, VA20187	Account in the name of <i>Donna Johansen Cross</i> Loan Number
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To Creditor: I/We have applied for a mortgage loan and have stated that you have extended a loan to me/us. You are authorized to verify this information and to supply the lender with the information requested below. Your response is solely a matter of courtesy for which no responsibility is attached.

8. Name and Address of Applicant(s) Donna L Johansen Cross [REDACTED], Warrenton, VA 20187	9. Signature of Applicant(s) X See attached borrower's authorization X
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To Be Completed By Creditor**Part II – Verification of Mortgage**

10.	<input type="checkbox"/> Mortgage <input type="checkbox"/> Land Contract
Date mortgage originated	Interest rate
Original mortgage amount \$	<input type="checkbox"/> Fixed <input type="checkbox"/> ARM
Current mortgage balance \$	<input type="checkbox"/> FHA <input type="checkbox"/> VA
Monthly payment P&I only \$	<input type="checkbox"/> FNMA <input type="checkbox"/> CONV
Payment with taxes and ins. \$	Next pay date
Is mortgage current? <input type="checkbox"/> Yes <input type="checkbox"/> No	No. of late payments in last 12 months
Is mortgage assumable? <input type="checkbox"/> Yes <input type="checkbox"/> No	Insurance agent
Satisfactory account? <input type="checkbox"/> Yes <input type="checkbox"/> No	

11. Additional information which may be of assistance in determination of credit worthiness.

Part III – Authorized Signature

Federal statutes provide severe penalties for any fraud, intentional misrepresentation, or criminal connivance or conspiracy purposed to influence the issuance of any guaranty or insurance by the VA Secretary, the U.S.D.A., FmHA/FHA Commissioner, or the HUD/CPD Assistant Secretary.

12. Signature of Creditor	13. Title (Please print or type)	14. Date
15. Please print or type name signed in item 12.	16. Phone No.	

Tom Domonoske

From: Kim Cybulski <kcybulski@vhbmortgage.com>
Sent: Thursday, January 31, 2013 12:30 PM
To: 'Tom Domonoske'
Subject: RE: information for loan application

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540-270-7953 mobile
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From: Tom Domonoske [mailto:tomdomonoske@earthlink.net]
Sent: Thursday, January 31, 2013 11:06 AM
To: Kim Cybulski
Cc: peter.silva@gowengroup.com; 'Dale W. Pittman'; 'Karen Graham'; dljc@comcast.net; davecross@comcast.net; tomdomonoske@earthlink.net
Subject: RE: information for loan application

Kim:

Thanks for the email. We have a call set up tomorrow to discuss the terms of a settlement with American Portfolio and will discuss that with them.

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Thomas D. Domonoske
461 Lee Avenue
Harrisonburg, Virginia

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Tom Domonoske

From: Tom Domonoske <tomdomonoske@earthlink.net>
Sent: Friday, February 08, 2013 11:51 AM
To: 'Kim Cybulski'
Cc: 'Dale Pittman'; peter.silva@gowengroup.com; dljc@comcast.net; davecross@comcast.net; tomdomonoske@earthlink.net
Subject: RE: information for loan application

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Board of Directors, Fairfield Center, www.fairfieldcenter.org
Of Counsel, Legal Aid Justice Center, www.justice4all.org

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Thank you for letting me know. I was wondering how it was going. I will continue to hope for things to work out for Dave and Donna. Good luck to you all on this ordeal.

Regards,

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01/21/2013

Borrower(s): Donna Johansen Cross

Loan Number: **REDACTED**

INTENT TO PROCEED

In order to process your request for a mortgage loan we are required under the Real Estate Protection Act (RESPA) to document your intent to proceed with this transaction. By signing below you are hereby acknowledging your intent to proceed with this application and receipt the Good Faith Estimate.

Donna Johansen Cross, do hereby authorize Virginia Heritage Mortgage to charge my credit card account for the following fees, including but not limited to:

Appraisal Fee (\$400-600) Credit Report (\$18) Processing Fee (\$450)

Underwriting Fee (\$350) Courier Fee (\$50)

Please be advised that these fees incurred for services rendered will be charged in the event that the application is withdrawn, cancelled, denied, or does not close.

Credit Card Information:

☐ Visa ☐ MasterCard

Card Number _____ CSV Numbers _____

Exp. Date _____

In the event this loan does not close, I further understand that Virginia Heritage Mortgage may charge my credit card account for any and all fees and costs Virginia Heritage Mortgage actually incurs in processing my application. The fees specific to your transaction may include but are not limited to a credit report fee, appraisal fee, processing fee, and an underwriting fee. The amount of these fees may vary and can be found on the Good Faith Estimate.

X _____ X _____ Date: _____

DC001513

Virginia Heritage Bank

Uniform Residential Loan Application

This application is designed to be completed by the applicant(s) with the Lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower", as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when ☐ the income or assets of a person other than the Borrower (including the Borrower's spouse) will be used as a basis for loan qualification or ☐ the income or assets of the Borrower's spouse or other person who has community property rights pursuant to state law will not be used as a basis for loan qualification, but his or her liabilities must be considered because the spouse or other person has community property rights pursuant to applicable law and Borrower resides in a community property state, the security property is located in a community property state, or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan.

If this is an application for joint credit, Borrower and Co-Borrower each agree that we intend to apply for joint credit (sign below).

Borrower		Co-Borrower	
I. TYPE OF MORTGAGE AND TERMS OF LOAN			
Mortgage <input type="checkbox"/> VA <input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Other (explain):		Agency Case Number	
Applied for: <input type="checkbox"/> FHA <input type="checkbox"/> USDA/Rural Housing Service		Lender Case Number 5012001431	
Amount \$ 312,000.00	Interest Rate 3.750 %	No. of Months 360	Amortization <input checked="" type="checkbox"/> Fixed Rate <input type="checkbox"/> Other (explain): Type: <input type="checkbox"/> GPM <input type="checkbox"/> ARM (type):
II. PROPERTY INFORMATION AND PURPOSE OF LOAN			
Subject Property Address (street, city, state, & ZIP) 10000 S. 10th St., Warrenton, VA 20187 County: Fauquier			No. of Units 1
Legal Description of Subject Property (attach description if necessary) See preliminary title report			Year Built 1999
Purpose of Loan: <input type="checkbox"/> Purchase <input type="checkbox"/> Construction <input type="checkbox"/> Other (explain):		Property will be:	
<input checked="" type="checkbox"/> Refinance <input type="checkbox"/> Construction-Permanent		<input checked="" type="checkbox"/> Primary Residence <input type="checkbox"/> Secondary Residence <input type="checkbox"/> Investment	
Complete this line if construction or construction-permanent loan.			
Year Lot Acquired	Original Cost	Amount Existing Liens	(a) Present Value of Lot (b) Cost of Improvements Total (a+b)
	\$	\$	\$ \$ \$
Complete this line if this is a refinance loan.			
Year Acquired	Original Cost	Amount Existing Liens	Purpose of Refinance Describe Improvements <input type="checkbox"/> made <input type="checkbox"/> to be made
2010	\$ 390,000.00	\$	No Cash-Out Rate/Term Cost \$
Title will be held in what Name(s) Donna L. Johansen Cross		Manner in which Title will be held Married woman	
Source of Down Payment, Settlement Charges and/or Subordinate Financing (explain)		Estate will be held in: <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold (show expiration date)	

Borrower		Co-Borrower	
III. BORROWER INFORMATION		Co-Borrower	
Borrower's Name (include Jr. or Sr. if applicable) Donna L. Johansen Cross		Co-Borrower's Name (include Jr. or Sr. if applicable)	
Social Security Number	Home Phone (incl. area code)	DOB (MM/DD/YYYY)	Yrs. School
		1963	19
<input checked="" type="checkbox"/> Married <input type="checkbox"/> Unmarried (include single, divorced, widowed)	Dependents (not listed by Co-Borrower)	<input type="checkbox"/> Married <input type="checkbox"/> Unmarried (include single, divorced, widowed)	Dependents (not listed by Borrower)
<input type="checkbox"/> Separated	no. ages 2 10, 12	<input type="checkbox"/> Separated	no. ages
Present Address (street, city, state, ZIP)	<input checked="" type="checkbox"/> Own <input type="checkbox"/> Rent No. Yrs.	Present Address (street, city, state, ZIP)	<input type="checkbox"/> Own <input type="checkbox"/> Rent No. Yrs.
Warrenton, VA 20187	2Y10M		
Mailing Address, if different from Present Address		Mailing Address, if different from Present Address	
Warrenton, VA 20187			
If residing at present address for less than two years, complete the following:			
Former Address (street, city, state, ZIP) <input type="checkbox"/> Own <input type="checkbox"/> Rent No. Yrs.		Former Address (street, city, state, ZIP) <input type="checkbox"/> Own <input type="checkbox"/> Rent No. Yrs.	

Borrower		Co-Borrower	
IV. EMPLOYMENT INFORMATION		Co-Borrower	
Name & Address of Employer <input type="checkbox"/> Self Employed		Name & Address of Employer <input type="checkbox"/> Self Employed	
Yrs. on this job 12Y		Yrs. on this job	
Yrs. employed in this line of work/profession 12		Yrs. employed in this line of work/profession	
Fairfax Co Public Schools 4200 Lees Corner Road Chantilly, VA 20151			
Position/Title/Type of Business	Business Phone (incl. area code)	Position/Title/Type of Business	Business Phone (incl. area code)
Teacher	703-814-8700		
If employed in current position for less than two years or if currently employed in more than one position, complete the following:			
Name & Address of Employer <input type="checkbox"/> Self Employed		Name & Address of Employer <input type="checkbox"/> Self Employed	
Dates (from-to)		Dates (from-to)	
Monthly Income		Monthly Income	
\$		\$	
Position/Title/Type of Business	Business Phone (incl. area code)	Position/Title/Type of Business	Business Phone (incl. area code)
Name & Address of Employer <input type="checkbox"/> Self Employed		Name & Address of Employer <input type="checkbox"/> Self Employed	
Dates (from-to)		Dates (from-to)	
Monthly Income		Monthly Income	
\$		\$	
Position/Title/Type of Business	Business Phone (incl. area code)	Position/Title/Type of Business	Business Phone (incl. area code)

DC001514

Virginia Heritage Bank

V. MONTHLY INCOME AND COMBINED HOUSING EXPENSE INFORMATION						
Gross Monthly Income	Borrower	Co-Borrower	Total	Combined Monthly Housing Expense	Present	Proposed
Base Empl. Income*	\$ 5,916.00		\$ 5,916.00	Rent	\$	
OverTime				First Mortgage (P&I)	2,614.00	\$ 1,444.92
Bonuses				Other Financing (P&I)		
Commissions				Hazard Insurance		56.50
Dividends/Interest				Real Estate Taxes		318.00
Net Rental Income				Mortgage Insurance		
Other (before completing, see this notice in "describe other income," below)	-40.83		-40.83	Homeowner Assn. Dues		
Total	\$ 5,875.17	\$	\$ 5,875.17	Other:		0.00
				Total	\$ 2,614.00	\$ 1,819.42

* Self Employed Borrower(s) may be required to provide additional documentation such as tax returns and financial statements.

Described Other Income Notice: Alimony, child support, or separate maintenance income need not be revealed if the Borrower (B) or Co-Borrower (C) does not choose to have it considered for repaying this loan.

B/C	Monthly Amount
B Unreimbursed business expense	\$ -40.83

VI. ASSETS AND LIABILITIES			
This Statement and any applicable supporting schedules may be completed jointly by both married and unmarried Co-Borrowers if their assets and liabilities are sufficiently joined so that the Statement can be meaningfully and fairly presented on a combined basis; otherwise separate Statements and Schedules are required. If the Co-Borrower section was completed about a non-applicant spouse or other person, this Statement and supporting schedules must be completed about that spouse or other person also.			
Completed <input type="checkbox"/> Jointly <input checked="" type="checkbox"/> Not Jointly			

ASSETS	Cash or Market Value	LIABILITIES	
Description		Name and address of Company	Monthly Payment & Months Left to Pay
Cash deposit toward purchase held by:			Unpaid Balance
List checking and savings accounts below		WFFNATBANK	\$ 134.00 52 6,930.00
Name and address of Bank, S&L, or Credit Union		Acct. no. 97000000000000000000	
Acct. no.		Name and address of Company	\$ Payment/Months \$
Name and address of Bank, S&L, or Credit Union		CAP ONE	49.00 41 1,985.00
Acct. no.		Acct. no. 00000000000000000000	
Acct. no.		Name and address of Company	\$ Payment/Months \$
Name and address of Bank, S&L, or Credit Union		CAP ONE	37.00 40 1,466.00
Acct. no.		Acct. no. 00000000000000000000	
Acct. no.		Name and address of Company	\$ Payment/Months \$
Name and address of Bank, S&L, or Credit Union		FMS FINANCIAL SOLUTIONS	0.00 0 233.00
Acct. no.		9001 EDMONSTON ROAD GREENBELT, MD 20770	
Acct. no.		Acct. no. 00000000000000000000	
Acct. no.		Name and address of Company	\$ Payment/Months \$
Stocks & Bonds (Company name/number & description)			
Acct. no.		Name and address of Company	\$ Payment/Months \$
Life insurance net cash value			
Face amount \$			
Subtotal Liquid Assets			
Real estate owned (enter market value from schedule of real estate owned)		Acct. no.	
Vested interest in retirement fund		Name and address of Company	\$ Payment/Months \$
Net worth of business(es) owned (attach financial statement)			
Automobiles owned (make and year)		Acct. no.	
Other Assets (itemize)		Alimony/Child Support/Separate Maintenance Payments Owed to:	\$
		Job-Related Expense (child care, union dues, etc.)	\$
		Total Monthly Payments	\$ 220.00
Total Assets a.		Net Worth (a minus b)	\$ 384,386.00
		Total Liabilities b.	\$ 10,614.00

Schedule of Real Estate Owned (If additional properties are owned, use continuation sheet.)

Warrenton, VA 20187

List any additional names under which credit has previously been received and indicate appropriate creditor name(s) and account number(s):

Account Number

Continuation Sheet/Residential Loan Application			
Use this continuation sheet if you need more space to complete the Residential Loan Application. Mark B for Borrower or C for Co-Borrower.	Borrower:	Agency Case Number:	
	Donna L. Johansen Cross		
	Co-Borrower:	Lender Case Number:	
		[REDACTED]	

I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1001, et seq.

Borrower's Signature:	Date	Co-Borrower's Signature:	Date
X		X	

Federal Truth-In-Lending Disclosure Statement

(THIS IS NEITHER A CONTRACT NOR A COMMITMENT TO LEND)

Lender: Virginia Heritage Bank	Loan Number: 000000001	Date: 01/23/2013
Borrower(s): Donna L Johansen Cross	Property Address: [REDACTED] Warrenton, VA 20187	
<input checked="" type="checkbox"/> Initial Disclosure	<input type="checkbox"/> Final Disclosure	

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
E 3.797 %	E \$ 209,961.18	E \$ 310,210.45	E \$ 520,171.63

INTEREST RATE AND PAYMENT SUMMARY	
	Rate & Monthly Payment
Interest Rate	3.750%
Principal + Interest Payment	\$ 1,444.92
<input checked="" type="checkbox"/> Est. Taxes + Insurance (Escrow)	
<input type="checkbox"/> Includes Private Mortgage Insurance	\$ 374.50
<input type="checkbox"/> Includes Mortgage Insurance	
Total Est. Monthly Payment	\$ 1,819.42

☐ Demand Feature: This loan transaction has a demand feature.

☐ Required Deposit: The annual percentage rate does not take into account your required deposit.

☐ Variable Rate Feature: Your loan contains a Variable Rate Feature. Disclosures about the Variable Rate Feature have been provided to you separately.

Security: You are giving security interest in: [REDACTED], Warrenton, Va 20187

☐ the goods or property being purchased. ☒ real property you already own.

THERE IS NO GUARANTEE THAT YOU WILL BE ABLE TO REFINANCE TO LOWER YOUR RATE AND PAYMENTS.

Filing or Recording Fees: \$ 56.00

Late Charge: If a payment is more than 15 days late, you will be charged \$ 90.97 / 5.000 % of the payment.

Prepayment: If you pay off your loan early, you

☐ may ☒ will not have to pay a penalty.

☐ may ☒ will not be entitled to a refund of part of the finance charge.

Insurance: Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost.

Type	Premium	Signature
Credit Life		I want credit life insurance. Signature:
Credit Disability		I want credit disability insurance. Signature:
Credit Life and Disability		I want credit life and disability insurance. Signature:

This loan transaction requires the following insurance:

☒ Hazard Insurance ☐ Flood Insurance ☐ Credit Insurance ☐ Credit Life Insurance ☐ MMI ☐ PMI

You may obtain property insurance from anyone you want that is acceptable to the Lender. If you desire property insurance to be obtained through the Lender's designated agency, the cost will be set forth in a separate insurance statement furnished by the Lender.

☐ If you purchase insurance from Lender, you will pay \$ for a one-year term.

Assumption: Someone buying your house:

☐ may ☐ may, subject to conditions, ☒ may not assume the remainder of your loan on the original terms.

See your contract documents for additional information regarding nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties.

You are not required to complete this agreement merely because you have received these disclosures or signed a loan application.

☒ All dates and numerical disclosures except late payment disclosures are estimates. E means an estimate.

The undersigned hereby acknowledge(s) reading and understanding all of the information disclosed above, and receiving a completed copy of this disclosure on the date indicated below.

Read, acknowledged and accepted this

day of

Prepared By: Kim Ann Cybulski

Borrower
Donna L Johansen Cross

Date

Co-borrower

Date

QUESTIONS AND ANSWERS ABOUT "TRUTH-IN-LENDING" STATEMENT

Federal law provides that you receive a "Truth-in-Lending Disclosure Statement." Study it carefully as well as other information about your loan we gave you. Your loan is an important transaction. Following are some of the most frequently asked questions about the Truth-in-Lending Statement and their answers.

Q. What is a Truth-in-Lending disclosure Statement and Why Do I Receive It?

A. Your Disclosure Statement provides information which Federal law requires us to give you. The purpose of the statement is to give you information about your loan and help you shop for credit.

Q. What is the ANNUAL PERCENTAGE RATE?

A. The Annual Percentage Rate, or A.P.R., is the cost of your credit expressed in terms of an annual rate. Because you may be paying "points" and other closing costs, the A.P.R. disclosed is often higher than the interest rate on your loan. The A.P.R. can be compared to other loans for which you may have applied and give you a fair method of comparing price.

Q. What is the AMOUNT FINANCED?

A. The amount financed is the mortgage amount applied for MINUS prepaid finance charges and any required deposit balance. Prepaid finance charges include items such as loan origination fees, commitment or placement fee (points), adjusted interest, and initial mortgage insurance premium. The Amount Financed represents a NET figure used to allow you to accurately assess the amount of credit actually provided.

Q. Does this mean I will get a lower mortgage than I applied for?

A. No, if your loan is approved for the amount you applied for, that's how much will be credited toward your home purchase or refinance at settlement.

Q. Why is the ANNUAL PERCENTAGE RATE different from the interest rate for which I applied? Why is the AMOUNT FINANCED different?

A. The Amount Financed is lower than the amount you applied for because it represents a NET figure. If someone applied for a mortgage of \$50,000 and their prepaid finance charges total \$2,000, the amount financed would be shown as \$48,000, or \$50,000 minus \$2,000.

The A.P.R. is computed from this LOWER figure, based on what your proposed payments would be. In a \$50,000 loan with \$2,000 in prepaid finance charges, and an interest rate of 14%, the payments would be \$592.44 (principal and interest) on a loan with a thirty year loan term. Since the A.P.R. is based on the NET amount financed, rather than on the actual mortgage amount, and since the payment amount remains the same, the A.P.R. is higher than the interest rate. It would be 14.62%. If this applicant's loan were approved he would still receive a \$50,000 loan for thirty years with monthly payments @ 14% or \$592.44.

Q. How will my payments be affected by the Disclosure Statement?

A. The Disclosure Statement only discloses your estimated payments. The interest rate determines what your monthly principal and interest payment will be.

Q. What is the FINANCE CHARGE?

A. The Finance Charge is the cost of credit. It is the total amount of interest calculated at the interest rate over the life of the loan, plus prepaid finance charges and the total amount of mortgage insurance charged over the life of the loan. This figure is ESTIMATED on the disclosure statement given with your application.

Q. What is the TOTAL OF PAYMENTS?

A. This figure indicates the total amount you will have paid, including principal, interest, prepaid finance charges, and mortgage insurance if you make the minimum required payments for the entire term of the loan. This figure is ESTIMATED on the Disclosure Statement and is estimated in any adjustable rate transaction.

Q. My statement says that if I pay the loan off early, I will not be entitled to a refund of part of the finance charge. What does this mean?

A. This means that you will be charged interest for the period of time in which you used the money loaned to you. Your PREPAID finance charges are not refundable. Neither is any interest which has already been paid. If you pay the loan off early, you should not have to pay the full amount of the "finance charges" shown on the disclosure. This charge represents an estimate of the full amount the loan would cost you if the minimum required payments were made each month through the life of the loan.

Q. Why must I sign the Disclosure Statement?

A. Lenders are required by law to provide the information on this statement to you in a timely manner. Your signature merely indicates that you have received this information, and does not obligate either you or the Lender in any way.

Servicing Disclosure Statement

Lender: Virginia Heritage Bank

Date: 01/23/2013

NOTICE TO FIRST LIEN MORTGAGE LOAN APPLICANTS: THE RIGHT TO COLLECT YOUR MORTGAGE LOAN PAYMENTS MAY BE TRANSFERRED.

You are applying for a mortgage loan covered by the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. Section 2601 et. seq.). RESPA gives you certain rights under Federal law. This statement describes whether the servicing for this loan may be transferred to a different loan servicer. "Servicing" refers to collecting your principal, interest, and escrow account payments, if any, as well as sending any monthly or annual statements, tracking account balances, and handling other aspects of your loan. You will be given advanced notice before a transfer occurs.

Check the appropriate box under "Servicing Transfer Information."

Servicing Transfer Information

☐ We may assign, sell, or transfer the servicing of your loan while the loan is outstanding.

or

☒ We do not service mortgage loans of the type for which you applied. We intend to assign, sell, or transfer the servicing of your mortgage loan before the first payment is due.

or

☐ The loan for which you have applied will be serviced at this financial institution and we do not intend to sell, transfer, or assign the servicing of the loan.

Acknowledgment of Mortgage Loan Applicant(s)

I/We have read this disclosure form, and understand its contents, as evidenced by my/our signature(s) below. I/We understand that this acknowledgment is required as part of the mortgage loan application.

<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="display: flex; justify-content: space-between;"> Borrower Date </div> <div style="display: flex; justify-content: space-between;"> Donna L. Johansen Cross </div>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="display: flex; justify-content: space-between;"> Borrower Date </div> <div style="display: flex; justify-content: space-between;"> </div>
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="display: flex; justify-content: space-between;"> Borrower Date </div> <div style="display: flex; justify-content: space-between;"> </div>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="display: flex; justify-content: space-between;"> Borrower Date </div> <div style="display: flex; justify-content: space-between;"> </div>



FINANCING STATEMENT

General Terms and Conditions

Date: //

Applicant(s): Donna L. Johansen Crooks,

Property Address: [REDACTED]
Warrenton, VA 20187

Thank you for choosing VHB Mortgage, A Division of Virginia Heritage Bank for the financing of your home. This agreement affords you the opportunity to select the financing that best suits your needs as our customer and to clarify the terms and conditions of VHB Mortgage, A Division of Virginia Heritage Bank. It is intended to supplement the other disclosure documents that have been or will be given to you, such as the Good Faith Estimate of Closing Costs, Truth-in-Lending Disclosures, and the Program Disclosure. Employees of VHB Mortgage, A Division of Virginia Heritage Bank may not vary the terms and conditions outlined in this agreement, unless in writing by authorized personnel, nor should you rely on any representation or warranty that is inconsistent with this agreement. This agreement should be read carefully and should you have any questions or require clarification please contact your loan officer.

- I. **Estimate of Processing Time.** VHB Mortgage, A Division of Virginia Heritage Bank estimates that it will take approximately 30 days to process your loan application and, if approved, close your loan. VHB Mortgage, A Division of Virginia Heritage Bank estimates time necessary for the performance of any local government inspections and other functions necessary to close the loan. The processing and closing of the loan may vary from the estimates due to delays in VHB Mortgage, A Division of Virginia Heritage Bank receiving required information from you or from independent third parties. Therefore, VHB Mortgage, A Division of Virginia Heritage Bank is unable to guarantee that your requested loan will be approved or closed within the estimated time or prior to the expiration of any applicable lock-in period.
- II. **Right to Rescind.** If you are applying for a refinance loan secured by your principal residence, no funds can be disbursed to anyone until the fourth business day following the loan closing. You have a legal right under federal law to cancel this transaction, without cost, within three business days. Purchases and Investment Properties are excluded from right of rescission.
- III. **Private Mortgage Insurance.** If private mortgage insurance is required to be purchased as a condition of making this loan, you, as the borrower, may be eligible at a time after the closing to request that under appropriate circumstances the private mortgage insurance be canceled.
- IV. **Right to Receive Appraisal.** You have the right to receive a copy of the appraisal report associated with this loan and application for credit. If you would like a copy, you may send your request in writing to VHB Mortgage, A Division of Virginia Heritage Bank at 11165 Fairfax Blvd., Fairfax, Virginia 22030. Your request must be received no later than 90 days after we have notified you of action taken on your credit application or after you have withdrawn your application. Please include your name, address of subject property, loan number (if available) and current mailing address.
- V. **Flood Insurance.** If the property is in an area that has been identified by Federal Emergency Management Agency (FEMA) as having special flood or mudslide hazards and in which the sale of flood insurance policy has been made available under the National Flood Insurance Act of 1968, you must purchase a flood insurance policy satisfactory to the lender which contains the lender loss payee clause. Such coverage shall be equal to the balance of the loan or the maximum amount of National Flood Insurance Premium (NFIP) insurance available, whichever is less. The effective date of such policy should be the day of or prior to the settlement of this transaction.
- VI. **Release of Information.** To ensure that this transaction is processed and closed in accordance with time parameters outlined in section I of this document, I authorize VHB Mortgage, A Division of Virginia Heritage Bank to release any information about the loan to which I am entitled to the settlement agent, the builder, and/or the real estate agents that listed or sold the referenced property. I agree to indemnify, discharge and hold harmless VHB Mortgage, A Division of Virginia Heritage Bank, its stockholders, officers and agents from any and all claims, liability loss or other expenses (including but not limited to legal fees) resulting from disclosure of such information.
- VII. **Attorney/Title Company.** It is your option and responsibility to choose an attorney or title company to conduct settlement of this loan. Failure to select an attorney or settlement agent may result in a delay in the closing of your loan.
- VIII. **Equal Credit Notice.** VHB Mortgage, A Division of Virginia Heritage Bank complies with all Federal guidelines under the Equal Credit Opportunity Act which prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers compliance with this law concerning VHB Mortgage, A Division of Virginia Heritage Bank is the Federal Reserve Bank, Richmond Consumers Activities Div., 701 E. Byrd St., Richmond, VA 23219 or call 1-804-697-8000.

You need not disclose income from alimony, child support or separate maintenance unless you desire such income to be considered in determining creditworthiness. You may be asked to answer questions regarding your race/national origin, sex, marital status, and age. You do not have to answer such questions if you do not want to do so, but we are required to ask for the reason that such information is being requested by the Federal Government to monitor compliance with Federal Anti-Discrimination Statutes, which prohibit creditors from discriminating against applicants on those bases. If a courtesy title is included in the application (i.e., Mr., Mrs., Ms., Miss), it is your option to provide such information.

- IX. **Fair Lending Notice.** It is illegal to discriminate in the provisions of or the availability of financial assistance due to the consideration of:
 1. Trends, characteristics or conditions in the neighborhood or geographic area surrounding housing accommodation, unless the financial institution can demonstrate in the particular case that such consideration is required to avoid an unsafe and unsound business practice; or
 2. Race, color, religion, sex, marital status, national origin or ancestry.

It is illegal to consider the racial, ethnic, religious or national origin composition of a neighborhood or geographic area surrounding a housing accommodation or whether or not such composition is undergoing change, or is expected to undergo change, in appraising a housing accommodation or in determining whether or not, or under what terms and conditions, to provide financial assistance.

These provisions govern financial assistance for the purpose of the purchase, construction, rehabilitation or refinancing of a one-to-four unit family residence occupied by the owner and for the purpose of the home improvement of any one-to-four unit family residence.

If you have any questions about your rights, or if you wish to file a complaint, contact the management of VHB Mortgage, A Division of Virginia Heritage Bank or the Federal Reserve Bank, Richmond Consumers Activities Div., 701 E. Byrd St., Richmond, VA 23219 or call 1-804-697-8000.

FINANCING STATEMENT

General Terms and Conditions

- X. **Miscellaneous Charges.** In order to obtain loan approval and to process your loan request, it may be necessary to obtain verifications of employment, verifications of deposit, and condominium approval letters. Additionally, it may be necessary to use courier services and/or overnight delivery services. Whether or not these items are necessary will depend on the type of loan for which you are applying as well as the property type. In some instances, an outside employment verification service may be used to provide that information to VHB Mortgage, A Division of Virginia Heritage Bank. Employment verification service companies will charge for information provided and financial institutions commonly will charge for verifications as well. If purchasing a condominium, the property management company may also charge for information pertaining to investor ratios and homeowner delinquency ratios. If VHB Mortgage, A Division of Virginia Heritage Bank incurs any of these fees to complete the processing and approval of your loan, the full cost will be charged to you at settlement.
- XI. **Loan Program.** VHB Mortgage, A Division of Virginia Heritage Bank cannot guarantee acceptance of your application into a particular loan program.
- XII. **Privacy Statement.** We recognize, respect, and protect the personal privacy rights of all our customers. We realize that our customers entrust us with personal information and it is our policy to maintain our customers' information in a confidential manner. We are committed to providing the highest level of security and the privacy regarding the collection and use of our customers' personal information, as well as the personal information of all consumers who visit our bank and website.

Confidentiality and Security of Nonpublic Personal Information. We restrict access to nonpublic personal information about you to only those employees who need to know that information to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

Nonpublic Personal Information We Disclose. We collect nonpublic personal information about you from the following sources:

- Information we receive from you on applications or other forms.
- Information about your transactions with us.
- Information we receive from a consumer-reporting agency.

Nonpublic Personal Information We Disclose. We do not disclose any nonpublic personal information about you or our former customers to anyone, unless permitted by law. We reserve the right to change this disclosure policy with prior notification to you and the opportunity for you to opt-out of any information sharing we may elect to do in the future.

This document contains the entire agreement between the parties with respect to terms and conditions contained herein. This agreement may only be modified in writing. Oral representations are invalid.

VHB Mortgage, A Division of Virginia Heritage Bank may provide additional documentation and disclosures associated with the closing of your mortgage loan transaction.

By signing below, I hereby acknowledge that I have read and understand the terms of this agreement; I received a copy of this agreement and agree to be bound by its terms.

Borrower

Co-Borrower

Co-Borrower

Co-Borrower

VHB Mortgage, A Division of Virginia Heritage Bank

By: Kim Lybulski

Date: 1/23/13

Title: Sr loan officer



Virginia Heritage Bank
Notice to the Home Loan Applicant
Credit Score Information Disclosure

Borrower(s) Name and Address: Donna L. Johansen Cross [REDACTED] Warrenton, VA 20187	Lender Name and Address: Virginia Heritage Bank 4211 Pleasant Valley Rd. Chantilly, VA 20151
--	--

In connection with your application for a home loan, the lender must disclose to you the score that a credit bureau distributed to users and the lender used in connection with your home loan, and the key factors affecting your credit scores.

The credit score is a computer-generated summary calculated at the time of the request and based on information a credit bureau or lender has on file. The scores are based on data about your credit history and payment patterns. Credit scores are important because they are used to assist the lender in determining whether you will obtain a loan. They may also be used to determine what interest rate you may be offered on the mortgage. Credit scores can change over time, depending on your conduct, how your credit history and payment patterns change, and how credit-scoring technologies change.

Because the score is based on information in your credit history, it is very important that you review the credit-related information that is being furnished to make sure it is accurate. Credit records may vary from one company to another.

If you have questions about your credit score or the credit information that is furnished to you, contact the credit bureau at the address and telephone number provided with this notice, or contact the lender, if the lender developed or generated the credit score. The credit bureau plays no part in the decision to take any action on the loan application and is unable to provide you with specific reasons for the decision on a loan application.

If you have questions concerning the terms on the loan, contact the lender.

One or more of the following credit bureaus provided a credit score that was used in connection with your home loan application.

Credit Bureau #1

EXPERIAN
 PO BOX 2002
 ALLEN, TX 75013

Phone:
 Fax:
 Model Used: ExperianFair Isaac
 Range of Possible Scores: 300 to 850

Borrower

Name: Donna L. Johansen Cross Score: 697 Date: 01/21/2013

Key Factors: **RATIO OF BALANCE TO LIMIT ON BANK REVOLVING OR OTHER REV ACCTS TOO HIGH**
TOO MANY INQUIRIES LAST 12 MONTHS
NUMBER OF ACCOUNTS WITH DELINQUENCY
TOO MANY ACCOUNTS WITH BALANCES

☐ Number of Recent Inquiries on Credit Report

Co-Borrower

Name: _____ Score: _____ Date: //

Key Factors:

☐ Number of Recent Inquiries on Credit Report

Notice to the Home Loan Applicant Credit Score Information Disclosure

Credit Bureau #2

TRANSUNION
2 BALDWIN PLACE, P. O. BOX 1000
CHESTER, PA 19022

Phone:
Fax:
Model Used: TransUnionEmpirica
Range of Possible Scores: 336 to 843

Borrower

Name: Donna L Johansen Cross Score: 707 Date: 01/21/2013

Key Factors: PROPORTION OF BALANCES TO CREDIT LIMITS IS TOO HIGH ON BANK REVOLVING OR OTHER REVOLVING ACCOUNTS
TIME SINCE MOST RECENT ACCOUNT OPENING IS TOO SHORT
NUMBER OF ACCOUNTS WITH DELINQUENCY
FACTA: Risk Score Value - INQUIRIES IMPACTED THE CREDIT SCORE

☐ Number of Recent Inquiries on Credit Report

Co-Borrower

Name: _____ Score: _____ Date: //

Key Factors:

☐ Number of Recent Inquiries on Credit Report

Credit Bureau #3

EQUIFAX
PO BOX 740241
ATLANTA, GA 30374

Phone:
Fax:
Model Used: EquifaxBeacon
Range of Possible Scores: 300 to 850

Borrower

Name: Donna L Johansen Cross Score: 640 Date: 01/21/2013

Key Factors: DEROGATORY PUBLIC RECORD OR COLLECTION FILED
PROPORTION OF BALANCES TO CREDIT LIMITS IS TOO HIGH ON BANK REVOLVING OR OTHER REVOLVING ACCOUNTS
LENGTH OF TIME SINCE DEROGATORY PUBLIC RECORD OR COLLECTION IS TOO SHORT
TOO MANY INQUIRIES LAST 12 MONTHS

☐ Number of Recent Inquiries on Credit Report

Co-Borrower

Name: _____ Score: _____ Date: //

Key Factors:

☐ Number of Recent Inquiries on Credit Report

I/We have received a copy of this Credit Score Information Disclosure.

Borrower
Donna L Johansen Cross

Date

Trans Union
PO Box 1000
Chester, PA. 19022
1-800-888-4213

Co-Borrower

Date

Equifax Credit Information Services
PO Box 740241
Atlanta, GA 30374
1-800-685-1111

Form **4506-T**

(Rev. January 2012)

Department of the Treasury
Internal Revenue Service**Request for Transcript of Tax Return**

OMB No. 1545-1872

▶ Request may be rejected if the form is incomplete or illegible.

Tip: Use form 4506-T to order a transcript or other return information free of charge. See the product list below. You can quickly request transcripts by using our automated self-help service tools. Please visit us at IRS.gov and click on "Order a Transcript" or call 1-800-908-9946. If you need a copy of your return, use Form 4506, Request for Copy of Tax Return. There is a fee to get a copy of your return.

1a Name shown on tax return. If a joint return, enter the name shown first. Donna L Johansen Cross	1b First social security number on tax return, individual taxpayer identification number, or employer identification number (see instructions) [REDACTED]
2a If a joint return, enter spouse's name shown on tax return	2b Second social security number or individual taxpayer identification number if joint tax return

3 Current name, address (including apt., room, or suite no.), city, state, and ZIP code (See instructions)**Donna L Johansen Cross****[REDACTED]
Warrenton, VA 20187****4** Previous address shown on the last return filed if different from line 3 (See instructions)**5** If the transcript or tax information is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number.

Virginia Heritage Bank (Participant #300429 Mailbox: CoreLogic)
C/O CoreLogic, 4 First American Way, Santa Ana, CA 92707
866-418-4596

Caution. If the tax transcript is being mailed to a third party, ensure that you have filled in lines 6 through 9 before signing. Sign and date the form once you have filled in these lines. Completing these steps helps to protect your privacy. Once the IRS discloses your IRS transcript to the third party listed on line 5, the IRS has no control over what the third party does with the information. If you would like to limit the third party's authority to disclose your return information, you can specify this limitation in your written agreement with the third party.

6 Transcript requested. Enter the tax form number here (1040, 1065, 1120, etc.) and check the appropriate box below. Enter only one tax form number per request. **1040**

- a** Return Transcript, which includes most of the line items of a tax return as filed with the IRS. A tax return transcript does not reflect changes made to the account after the return is processed. Transcripts are only available for the following returns: Form 1040 series, Form 1065, Form 1120, Form 1120A, Form 1120H, Form 1120L, and Form 1120S. Return transcripts are available for the current year and returns processed during the prior 3 processing years. Most requests will be processed within 10 business days. ☐
- b** Account Transcript, which contains information on the financial status of the account, such as payments made on the account, penalty assessments, and adjustments made by you or the IRS after the return was filed. Return information is limited to items such as tax liability and estimated tax payments. Account transcripts are available for most returns. Most requests will be processed within 30 calendar days. ☐
- c** Record of Account, which is a combination of line item information and later adjustments to the account. Available for current year and 3 prior tax years. Most requests will be processed within 30 calendar days. ☒
- 7** Verification of Nonfiling, which is proof from the IRS that you did not file a return for the year. Current year requests are only available after June 15th. There are no availability restrictions on prior year requests. Most requests will be processed within 10 business days. ☐
- 8** Form W-2, Form 1099 series, Form 1098 series, or Form 5498 series transcript. The IRS can provide a transcript that includes data from these information returns. State or local information is not included with the Form W-2 information. The IRS may be able to provide this transcript information for up to 10 years. Information for the current year is generally not available until the year after it is filed with the IRS. For example, W-2 information for 2010, filed in 2011, will not be available from the IRS until 2012. If you need W-2 information for retirement purposes, you should contact the Social Security Administration at 1-800-772-1213. Most requests will be processed within 45 days. ☐

Caution: If you need a copy of Form W-2 or Form 1099, you should first contact the payer. To get a copy of the Form W-2 or Form 1099 filed with your return, you must use Form 4506 and request a copy of your return, which includes all attachments.

9 Year or period requested. Enter the ending date of the year or period, using the mm/dd/yyyy format. If you are requesting more than four years or periods, you must attach another Form 4506-T. For requests relating to quarterly tax returns, such as Form 941, you must enter each quarter or tax period separately. **12/31/2011** **12/31/2010**

Check this box if you have notified the IRS or the IRS has notified you that one of the years for which you are requesting a transcript involved identity theft on your federal tax return. ☐

Caution. Do not sign this form unless all applicable lines have been completed.

Signature of taxpayer(s). I declare that I am either the taxpayer whose name is shown on line 1a or 2a, or a person authorized to obtain the tax information requested. If the request applies to a joint return, either husband or wife must sign. If signed by a corporate officer, partner, guardian, tax matters partner, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have the authority to execute Form 4506-T on behalf of the taxpayer. Note: For transcripts being sent to a third party, this form must be received within 120 days of signature date.

Telephone number of taxpayer on line 1a or 2a

**Sign
Here**

Signature (see instructions)

Date

Title (if line 1a above is a corporation, partnership, estate, or trust)

Spouse's Signature

Date

Notice to Home Loan Applicant- Fact Act Disclosure
Credit Bureau Risk Scoring Factor Reason Codes

Amounts owed on accounts is too high	01
Level of delinquency on accounts	02
Too few bank revolving accounts	03
Proportion of loan balances to loan amounts is too high	33
Too many bank or national revolving accounts	04
Lack of recent installment loan information	32
Too many accounts with balances	05
Too many consumer finance accounts	06
Account payment history is too new to rate	07
Too many inquiries last 12 months	08
Too many accounts recently opened	09
Proportion of balances to credit limits too high on bank revolving or other revolving accounts	10
Amount owed on revolving accounts is too high	11
Length of time revolving accounts have been established	12
Time since delinquency too recent or unknown	13
Length of time accounts have been established	14
Lack of recent bank revolving information	15
Lack of recent revolving account information	16
No recent non-mortgage balance information	17
Number of accounts with delinquency	18
Too few accounts currently paid as agreed	19
Date of last inquiry to recent	19
Length of time since derogatory public record or collection is too short	20
Amount past due on accounts	21
Number of bank or national revolving accounts with balances	23
No recent revolving balances	24
Length of time installment loans have been established	36
Number of revolving accounts	26
Number of established accounts	28
No recent bankcard balances	29
Time since most recent account opening is too short	30
Too few accounts with recent payment information	31
Amount owed on delinquency accounts	34
Length of time open installment loans have been established	36
Number of consumer finance company accounts established relative to length of consumer finance history	37
Serious delinquency and public record or collection filed	38
Serious delinquency	39
Derogatory public record or collection filed	40
Lack of recent auto loan information	98
Length of time consumer finance company loans have been established	98
Lack of recent auto loan information	97
Lack of recent consumer finance company account information	99

Borrower Signature

Date

Co-Borrower Signature

Date

DC001526

NOTIFICATION TO VIRGINIA MORTGAGE LOAN APPLICANTS

LENDER: VIRGINIA HERITAGE MORTGAGE
 ADDRESS: 4211 PLEASANT VALLEY RD.
 CHANTILEY, VA 20151

DATE: //

BORROWER(S): Donna L Johansen Cross TYPE OF LOAN: Conventional
 ADDRESS: [REDACTED]
 Warrenton VA 20187

You have this day, in an application to the lender listed above, applied for a mortgage loan to be secured by the residential real estate located at: [REDACTED]

Warrenton VA 20187

State law requires that all applicants for a mortgage loan be made aware of the following important information regarding the loan terms, interest, points and fees of the loan you have applied for:

By initialing below, each Applicant and Lender agree that all loan terms not legally locked in are subject to change until settlement.

Applicant _____	Applicant _____	<u>Kim Ann Cybulski</u> Lender Representative
-----------------	-----------------	--

1. The loan terms, interest rate and fees quoted at the time of application are subject to change until the settlement date of the loan, unless a firm lock-in commitment is obtained.
 A firm lock-in commitment ☒ is ☐ is not available from the Lender.

2. If you chose to obtain a firm lock-in commitment from the Lender listed above, you will have the ability to fix for a specified period of time the following features of the loan you have applied for:

- ☒ Interest Rate
- ☒ Points
- ☐ Fees (specify): _____
- ☐ Other (specify): _____

There ☐ will ☒ will not be an additional charge for a lock-in commitment issued by the Lender.

3. The estimated processing time for closing the loan is 45-60 days. This estimated processing time takes into account the time needed for the performance of any local government inspections and any functions necessary to close the loan.

The actual time necessary to process and close the loan may vary from the estimate due to delays in the Lender receiving information from you or from others. Therefore, the Lender is unable to guarantee that your requested loan will be closed within the estimated time or prior to the expiration of any firm lock-in commitment. For this reason, you should assure yourself that the time period specified in the lock-in commitment is sufficient for your purposes.

I/We certify that we have received a copy of this Notification to Virginia Mortgage Loan Applicants and understand the provisions included in the notification.

VHB MORTGAGE
 Lender

Borrower _____

Kim Ann Cybulski
 Authorized Representative

Borrower _____

Borrower _____

Borrower _____

DC001527

Borrower's Certification & Authorization

Certification

The undersigned certify the following:

1. I/We have applied for a mortgage loan from Virginia Heritage Bank.
In applying for the loan.
I/We completed a loan application containing various information on the purposes of the loan, the amount and source of the down payment, employment and income information, and assets and liabilities. I/We certify that all of the information is true and complete. I/We made no misrepresentations in the loan application with the employer and/or other documents, nor did I/We omit any pertinent information.
2. I/We understand and agree that Virginia Heritage Bank reserves the right to change the mortgage loan review process to a full documentation program. This may include verifying the information provided on the application with the employer and/or the financial institution.
3. I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements when applying for this mortgage, as applicable under the provisions of Title 18, United States Code, Section 1014.

Authorization to Release Information

To Whom It May Concern:

1. I/We have applied for a mortgage loan from Virginia Heritage Bank.
As part of the application process, Virginia Heritage Bank may verify information contained in my/our loan application and in other documents required in connection with the loan, either before the loan is closed or as part of its quality control program.
2. I/We understand and agree that Virginia Heritage Bank reserves the right to change the mortgage loan review process to a full documentation program. This may include verifying the information provided on the application with the employer and/or the financial institution.
3. Virginia Heritage Bank or any investor that purchases the mortgage may address this authorization to any party names in the loan application.
4. A copy of this authorization may be accepted as an original.
5. Your prompt reply to Virginia Heritage Bank or the investor that purchased the mortgage is appreciated.

Donna L. Johansen Cross

Date

Date

Social Security Number: [REDACTED]

Social Security Number:

**NOTICE TO BORROWER
SURVEY/TERMITE REPORT/WATER/SEPTIC INSPECTION
WAIVER AND HOLD HARMLESS AGREEMENT**

BORROWER(S): Donna L Johansen Cross
LOAN NUMBER: [REDACTED]

SECURITY PROPERTY: [REDACTED]
Warrenton VA 20187

This is to certify that I/We have read and understand the following:

- (1) **SURVEYS – VHB Mortgage** does not require a new survey on loans to refinance or purchase, provided a Title Policy can be obtained without exceptions as to matters of a survey. **The survey coverage will not extend to the home owners policy.**
- (2) **TERMITE REPORT** – On refinance loans, VHB Mortgage does not require any documentation relating to a previous Termite Report or Soil Treatment Report unless the appraiser, or any other source, notes a problem and recommends an inspection. On purchase loans involving new or existing properties, a new Termite Report or Soil Treatment Report would not be required unless the appraiser, or any other source, noted a problem and/or recommended an inspection. In the event a problem is disclosed on either a refinance or purchase loan, VHB Mortgage would then require a new Termite Report and, if applicable, a structural report and repairs.
- (3) VHB Mortgage will not require inspection of these systems unless the appraiser, or any other source indicates a potential problem.
- (4) **TITLE POLICY** – VHB Mortgage requires a mortgagee title policy up to the amount of the loan, to protect our interest in the security property. You may wish to purchase an owner's policy to protect your ownership interest in the property.

Notice is hereby given:

Inspections and certification of such systems as outlined in the information above, may not be required by VHB Mortgage, however, it is recommended that you discuss or obtain the documentation from the seller or builder. You have the option to have such services performed and/or systems inspected at your cost and expense. **It may be in your best interest to obtain an inspection of such systems to protect your interest in the security property.**

In the event that VHB Mortgage does not require a private water system inspection, a septic systems inspection, a termite inspection, or a survey, VHB Mortgage makes no warranties or representations as to the satisfactory condition of these matters. In consideration of VHB Mortgage making a mortgage loan to the undersigned, Borrower(s) hereby agree(s) to hold harmless and indemnify VHB Mortgage and/or its successors and assigns from any liability, expense, or cause of action in any way arising as a result of Borrower's decision not to have the services performed or systems/items inspected.

Correspondent: VHB Mortgage Borrower(s): _____
Originator: Kim Ann Cybulski _____
Date: 01/21/2013

Applicable to Conventional Loans Only



//

CUSTOMER IDENTIFICATION DISCLOSURE

As required by the United States of America Patriot Act (USAPA), I hereby acknowledge that I will help the government fight the funding of terrorism and money laundering activities by providing proper identification with the application of my mortgage loan. I have been advised that the USAPA requires all financial institutions, including mortgage companies, to obtain, verify and record information that identifies each person who opens an account.

When you apply for a mortgage loan with our company, we will ask you for your name, address, date of birth and other information that allows us to identify you. You agree to provide copies of driver's license or other identifying documentation if asked by the lender.

Acknowledged and agreed by:

Borrower Date

Borrower Date

Borrower Date

Borrower Date

DC001530

VIRGINIA HERITAGE BANK

PRICE AGREEMENT

Borrower: Donna L Johansen Cross
Borrower SSN: [REDACTED]
Co-Borrower: [REDACTED]
Co-Borrower SSN: [REDACTED]
Loan Number: [REDACTED]
Current Address: [REDACTED]
Warrenton, VA 20187

Loan Officer: Kim Ann Cybulski

You have applied for a mortgage loan to be secured by residential real estate located at the address referenced below:

Property Address: [REDACTED]
Warrenton, VA 20187

Projected Closing Date: 02/22/2013

State laws require that all applicants for a mortgage loan be made aware of the following important information regarding the loan terms, interest, points and fees of the loan you have applied for. The state of Maryland further requires that this Price Agreement be executed by you within 10 business days of the application date:

1. The loan terms, interest rate and fees quoted at the time of application are subject to change until the settlement date of the loan, unless a firm lock-in commitment is obtained.
2. If you choose to obtain a firm lock-in commitment from the lender listed above, you will have the ability to fix for a specified period of time the following features of the loan you have applied for:

Loan Amount:	\$312,000.00	Term:	360	LTV:	78.987%
Interest Rate:	3.750%	Product:	C 30 YR Fixed	CLTV:	78.987%
Origination Points:		Discount Points:		Total:	0.000

There will not be an additional charge for a lock-in commitment issued by the Lender. The estimated processing time for closing the loan is thirty (30) days. The estimated processing time takes into account the time needed for the performance of any local government inspections and any functions necessary to close the loan. The actual time necessary to process and close the loan may vary from the estimate due to delays in the Lender receiving information from you and others. Therefore, the lender is unable to guarantee that your requested loan will be closed within the estimated time or prior to the expiration of any firm lock-in commitment. For this reason, you should assure yourself that the time period specified in the lock-in commitment is sufficient for your purposes.

☐ LOCKED RATE AND POINTS

Price Agreement expiration date: //

By initialing below you have chosen to "lock-in" your mortgage loan. Virginia Heritage Mortgage, A Division of Virginia Heritage Bank (hereafter referred to as "VHM") will honor the terms shown above until the indicated expiration date. If this mortgage loan does not close on or before the Price Agreement expiration date referenced above, the terms of this Price Agreement will "expire" which means you will receive the original interest rate and points quoted in this Price Agreement or the current market interest rate and points at the date of the re-lock... whichever is greater!

Borrower: _____ Co-Borrower: _____ Lender Representative: _____

☒ FLOAT WITH THE MARKET

By initialing below you have chosen to "float" your mortgage loan. Each applicant and lender agrees that all loan terms not legally "locked-in" are subject to change until settlement. It is understood and agreed that VHM cannot warrant the continued availability of any particular program throughout the processing of your mortgage loan. It is understood and agreed that you can only call between the hours of 12:00 P.M. and 4:00 P.M. on non-Federal holiday business days (Monday through Friday) to "lock-in" your interest rate and points no later than ten (10) days prior to your scheduled settlement date.

Borrower: _____ Co-Borrower: _____ Lender Representative: KC

THIS DOCUMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN YOU AND VHM WITH RESPECT TO THE TERMS OF YOUR MORTGAGE LOAN. PLEASE NOTE THAT IF YOU HAVE OPTED TO "FLOAT WITH THE MARKET", ALL TERMS REGARDING YOUR MORTGAGE LOAN MUST BE IN WRITING USING THIS PRICE AGREEMENT FORMAT WHEN YOU "LOCK-IN". IT IS UNDERSTOOD AND AGREED THAT (1) THIS AGREEMENT IS NEITHER A COMMITMENT TO LEND ON THE PART OF VHM NOR IS THIS A MORTGAGE LOAN APPROVAL, (2) THAT UPFRONT POINTS PAID TO VHM SHALL NOT BE REFUNDED UNDER ANY CIRCUMSTANCES AND (3) A CHANGE IN YOUR LOCKED MORTGAGE AMOUNT OF 10% OR MORE MAY CAUSE YOUR RATE AND POINTS LOCK-IN TO IMMEDIATELY "EXPIRE".

I/We hereby fully understand and accept the above terms and agreement as a binding contract between me/us and VHM. I/We further certify that I/we have received a copy of this "Notification to Virginia Mortgage Loan Applicants" and understand the provisions of this notification

VHM Representative: Kim Cybulski
Kim Ann Cybulski
Borrower: Donna L Johansen Cross

Date presented to Borrower: 1/23/13
Page 1 of 1: Price Agreement
Co-Borrower:

DC001531

Federal Truth-In-Lending Disclosure – Itemization of Amount Financed

Borrower(s): Donna L Johansen Cross		Lender/Broker: Virginia Heritage Bank	
Preparation Date: 01/23/2013			
P&I Payment: \$ 1,444.92	Interest Rate: 3.750 %	Loan Number: 300000000	
Loan Amount \$ 312,000.00	Prepaid Finance Charges \$ 1,789.55	Amount Financed \$ 310,210.45	
		POC / PTC	
801 Our Origination Charge			\$ 825.00
806 Tax Service			\$ 80.00
807 Flood Certification to CoreLogic			\$ 14.00
901 Prepaid Interest 10 days @ \$32.0548			\$ 320.55
1101 Title Services and Lender's Title Insurance Includes			\$ 550.00
1102. Settlement or Closing Fee to Walker Title	295.00		
1111. Delivery Fee	65.00		
1112. Payoff Processing Fee	125.00		
1113. Document Retrieval Fee	30.00		
1114. Release Tracking Fee	35.00		
PREPAID FINANCE CHARGE			\$ 1,789.55
804 Appraisal Fee			\$ 450.00
805 Credit Report to EQUIDATA			\$ 20.55
1002 Homeowner's Insurance 14 months @ \$56.50 per month			\$ 791.00
1004 Taxes 6 months @ \$318.00 per month			\$ 1,908.00
1101 Title Services and Lender's Title Insurance Includes			\$ 900.00
1104. Lender's Title Insurance	650.00		
1109. Title Examination-Walker Title	175.00		
1110. Title Insurance Binder-Walker Title	75.00		
1202 Recording Fees			\$ 58.00
1204 City/County Tax/Stamps to Fairfax/Loudoun Tax Stamps Mortgage			\$ 284.99
1205 State Tax/Stamps to Va Tax Stamps-Mortgage			\$ 780.00
AMT PAID ON YOUR ACCT/PAID TO OTHERS ON YOUR BEHALF			\$ 6,980.09

Initials_____
Initials_____
Initials_____
Initials



OMB Approval No. 2502-0265

Good Faith Estimate (GFE)

Name of Originator Virginia Heritage Bank Kim Ann Cybulski	Borrower Donna L Johansen Cross
Originator Address 4211 Pleasant Valley Rd. Chantilly, VA 20151	Property Address [REDACTED] Warrenton, VA 20187
Originator Phone Number 703-766-6400	Date of GFE 01/23/2013
Originator Email kcybulski@vhbmortgage.com	

Purpose

This GFE gives you an estimate of your settlement charges and loan terms if you are approved for this loan. For more information, see HUD's Special Information Booklet on settlement charges, your *Truth-in-Lending Disclosures*, and other consumer information at www.hud.gov/respa. If you decide you would like to proceed with this loan, contact us.

Shopping for your loan

Only you can shop for the best loan for you. Compare this GFE with other loan offers, so you can find the best loan. Use the shopping chart on page 3 to compare all the offers you receive.

Important dates

1. The interest rate for this GFE is available through **01/23/2013 5:00 AM**. After this time, the interest rate, some of your loan Origination Charges, and the monthly payment shown below can change until you lock your interest rate.
2. This estimate for all other settlement charges is available through **02/05/2013**.
3. After you lock your interest rate, you must go to settlement within **25** days (your rate lock period) to receive the locked interest rate.
4. You must lock the interest rate at least **7** days before settlement.

Summary of your loan

Your initial loan amount is	\$ 312,000.00
Your loan term is	30 years
Your initial interest rate is	3.750 %
Your initial monthly amount owed for principal, interest, and any mortgage insurance is	\$ 1,444.92 per month
Can your interest rate rise?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, it can rise to a maximum of %. The first change will be in
Even if you make payments on time, can your loan balance rise?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, it can rise to a maximum of \$
Even if you make payments on time, can your monthly amount owed for principal, interest, and any mortgage insurance rise?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, the first increase can be in and the monthly amount owed can rise to \$ The maximum it can ever rise to is \$
Does your loan have a prepayment penalty?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, your maximum prepayment penalty is \$
Does your loan have a balloon payment?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, you have a balloon payment of \$ due in years.

Escrow account information

Some lenders require an escrow account to hold funds for paying property taxes or other property-related charges in addition to your monthly amount owed of \$ **1,444.92**.

Do we require you to have an escrow account for your loan?

- ☒ No, you do not have an escrow account. You must pay these charges directly when due.
☐ Yes, you have an escrow account. It may or may not cover all of these charges. Ask us.

Summary of your settlement charges

A	Your Adjusted Origination Charges (See page 2.)	\$ 825.00
B	Your Charges for All Other Settlement Services (See page 2.)	\$ 6,155.09
A + B	Total Estimated Settlement Charges	\$ 6,980.09

DC001533

Instructions

Understanding which charges can change at settlement

This GFE estimates your settlement charges. At your settlement, you will receive a HUD-1, a form that lists your actual costs. Compare the charges on the HUD-1 with the charges on this GFE. Charges can change if you select your own provider and do not use the companies we identify. (See below for details.)

These charges cannot increase at settlement:	The total of these charges can increase up to 10% at settlement:	These charges can change at settlement:
<ul style="list-style-type: none"> Our origination charge Your credit or charge (points) for the specific interest rate chosen (after you lock in your interest rate) Your adjusted origination charges (after you lock in your interest rate) Transfer taxes 	<ul style="list-style-type: none"> Required services that we select Title services and lender's title insurance (if we select them or you use companies we identify) Owner's title insurance (if you use companies we identify) Required services that you can shop for (if you use companies we identify) Government recording charges 	<ul style="list-style-type: none"> Required services that you can shop for (if you do not use companies we identify) Title services and lender's title insurance (if you do not use companies we identify) Owner's title insurance (if you do not use companies we identify) Initial deposit for your escrow account Daily interest charges Homeowner's insurance

Using the tradeoff table

In this GFE, we offered you this loan with a particular interest rate and estimated settlement charges. However:

- If you want to choose this same loan with lower settlement charges, then you will have a higher interest rate.
- If you want to choose this same loan with a lower interest rate, then you will have higher settlement charges.

If you would like to choose an available option, you must ask us for a new GFE.

Loan originators have the option to complete this table. Please ask for additional information if the table is not completed.

	The loan in this GFE	The same loan with lower settlement charges	The same loan with a lower interest rate
Your initial loan amount	\$ 312,000.00	\$ 312,000.00	\$ 312,000.00
Your initial interest rate ¹	3.750 %	%	%
Your initial monthly amount owed	\$ 1,444.92	\$	\$
Change in the monthly amount owed from this GFE	No change	You will pay \$ more every month	You will pay \$ less every month
Change in the amount you will pay at settlement with this interest rate	No change	Your settlement charges will be reduced by \$	Your settlement charges will increase by \$
How much your total estimated settlement charges will be	\$ 6,980.09	\$	\$

¹ For an adjustable rate loan, the comparisons above are for the initial interest rate before adjustments are made.

Using the shopping chart

Use this chart to compare GFEs from different loan originators. Fill in the information by using a different column for each GFE you receive. By comparing loan offers, you can shop for the best loan.

	This loan	Loan 2	Loan 3	Loan 4
Loan originator name				
Initial loan amount				
Loan term				
Initial interest rate				
Initial monthly amount owed				
Rate lock period				
Can interest rate rise?				
Can loan balance rise?				
Can monthly amount owed rise?				
Prepayment penalty?				
Balloon payment?				
Total Estimated Settlement Charges				

If your loan is sold in the future

Some lenders may sell your loan after settlement. Any fees lenders receive in the future cannot change the loan you receive or the charges you paid at settlement.



Settlement Service List of Providers

Date: 01/23/2013Loan Number:

This list is provided to inform you of Particular Settlement Service Providers. You are not required to use the providers on this list. The costs indicated in sections 4-6 on the Good Faith Estimate are based upon the fees charged by the providers in this list. Except for the Lender's chosen attorney, credit reporting company and appraiser, you may shop for your own Settlement Service Providers.

Service Provided:	Title Insurance	Service Type:	
Company Name:	Walker Title		
Address:	11781 Lee Jackson Memorial Highway, Suite 300, Fairfax, VA 22033		
Phone Number:	706-591-2325	Line Item #:	Cost:
Provider Relationship:			
<hr/>			
Service Provided:	Pest Management		
Company Name:	Orkin		
Address:			
Phone Number:	866-945-6097	Line Item #:	
Provider Relationship:			
<hr/>			
Service Provided:			
Company Name:			
Address:			
Phone Number:		Line Item #:	
Provider Relationship:			
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Phone Number:		Line Item #:	
Provider Relationship:			
<hr/>			
Service Provided:			
Company Name:			
Address:			
Phone Number:		Line Item #:	
Provider Relationship:			
<hr/>			

These settlement service providers are provided pursuant to the Real Estate Settlement Procedures Act of 1974, as amended (RESPA). Additional information can be found in the HUD Special Information Booklet, which is to be provided to you by your mortgage broker or lender, if your application is to purchase residential real property and the Lender will take first lien on the property.

"The undersigned hereby acknowledge receiving and reading a completed copy of this disclosure. The delivery and signing of this disclosure does not constitute an obligation on the part of the Lender to make, or the Borrower(s) to accept, the loan as identified."

Read, acknowledged and accepted this _____ day of _____

Borrower Donna L Johansen Cross

Co-borrower

*******IMPORTANT NOTICE*******

UNDISCLOSED DEBT DISCLOSURE

Lenders must now meet additional Agency guidelines regarding undisclosed debt. Effective June 1, 2010, Lenders are now required to verify that borrowers have not incurred new debts or liabilities that may affect their ability to fulfill a mortgage payment obligation prior to Closing the loan. In order for us to ensure that you have not incurred additional debt or liabilities, in-between initial application and closing, we may re-pull your credit and/or utilize other monitoring services to determine if your credit has changed. In addition, we may be required to complete the following steps:

- Re-qualify you for the loan if any additional inquiries into your credit result in additional liabilities.
- Re-qualify you with any new monthly payments included in the debt-to-income calculation as a result of any new liabilities.
- Require you to provide a detailed explanation for each recent inquiry or debt that is reported.

Please note that any debts or liabilities obtained during this period, which may or may not be reflected on the credit report or disclosed in the final loan application, may affect your loan approval, the pricing of your loan or your ability to close your loan on time.

ACKNOWLEDGEMENT

By signing below I/we acknowledge that I/we understand any new or undisclosed debt I/we incur prior to settlement may negatively impact my loan approval and ability to meet my settlement date.

Applicant's Signature

Co-Applicant's Signature

Donna Johansen Cross

Date

Date

DC001537

Loan Options Disclosure

Applicant(s): **Donna L Johansen Cross**Date: **01/23/2013**Property Address: **[REDACTED]
Warrenton, VA 20187**Loan Number: **[REDACTED]**Broker: **Virginia Heritage Bank**NMLS Number: **178760**Loan Originator: **Kim Ann Cybulski**NMLS Number: **188605**

You **Donna L Johansen Cross** expressed an interest in obtaining a **Fixed Rate** loan with a loan term of **360**. Based on information provided by and/or about you, we **Virginia Heritage Bank**

have obtained loan options from a significant number of creditors with which we regularly do business. The phrase "significant number of creditors with which we regularly do business" means three or more creditors, unless we regularly do business with fewer than three, in which case it means all such creditors. Based on this information about you, and certain information routinely communicated to us by the creditors listed below (such as, for example, the particular creditor's rate sheets showing current pricing or the required minimum credit score), we have a good faith belief that the loan options presented are loans for which you likely qualify, assuming you further meet the particular creditor's specific loan criteria, as applicable, at all pertinent times up to and including the time of closing. This Loan Options Disclosure only estimates possible loan scenarios, and is based solely on estimated figures and information available at the time prepared. It is neither a loan commitment nor a guarantee of any kind.

The primary purpose of this disclosure is to present you with the following loan options for the type of loan transaction for which you expressed an interest, in an effort to assist you in selecting a loan that best fits your individual goals, needs, and preferences, including:

- The loan with the **lowest interest rate** – "Loan Option 1" in the table below;
- The loan with the **lowest interest rate without any of the following features**: negative amortization, a prepayment penalty, interest-only payments, a balloon payment in the first 7 years of the loan term, a demand feature, shared equity, or shared appreciation – "Loan Option 2" in the table below; and
- The loan with the **lowest total dollar amount for origination points or fees and discount points** – "Loan Option 3" in the table below.

If information is included for "Loan Option 4" in the table below, we also have included a fourth loan option for the type of transaction in which you expressed interest and for which we believe you likely qualify for further comparison with the other three loan options listed. We do not state a preference with regard to any of the available options, and the selection of an appropriate loan is entirely yours.

The Loan Options table does not include all of the information relevant to your decision, and you may wish to consider additional criteria not included in the table when selecting a loan. Please ask us, your legal or other advisors, or any other appropriate person, if you have any questions about the Loan Options presented or this Loan Options Disclosure.

	Loan Option 1 Lowest Interest Rate	Loan Option 2 Lowest Interest Rate (without certain features)	Loan Option 3 Lowest Total Dollar Amount for Origination Points or Fees & Discount Points	Loan Option 4 Another Alternative
Creditor				
Loan Type				
Loan Term				
Interest Rate				
Initial Fixed Interest Rate Period (if applicable)				
Origination Points or Fees	OR	OR	OR	OR
Discount Points	OR	OR	OR	OR
TOTAL DOLLAR AMOUNT of Origination Points or Fees and Discount Points				
Does this Loan Include:				
Negative Amortization?		No		
Prepayment Penalty?		No		
Interest-Only Payments?		No		
Balloon Payment in the first 7 years of the life of the loan?		No		
Demand Feature?		No		
Shared Equity?	No	No	No	No
Shared Appreciation?	No	No	No	No

Having considered my/our particular needs and circumstances, as well as my/our goals, I/we hereby choose the following:

- ☐ Loan Option 1
☐ Loan Option 2
☐ Loan Option 3
☐ Loan Option 4
☐ Other loan/not listed above (described as):

I/we understand that I/we can change my/our mind about this selection before closing on a loan.

I/we selected the Loan Option above for the following reason(s) (e.g., particular loan features (such as the loan term, lowest interest rate, etc.), creditor's reputation, etc.):

By signing below, I/we hereby acknowledge receipt of this Loan Options Disclosure ("Disclosure") and expressly certify to the Loan Originator and creditor as follows:

- (i) I/we have read this Disclosure in its entirety, or have had this Disclosure read to me/us by a person I/we trust other than an employee or representative of the person or company providing me/us this Disclosure;
- (ii) I/we understand the information contained herein and have had the opportunity to ask any questions, or seek any legal or other counsel, as I/we deem appropriate prior to signing this Disclosure;
- (iii) I/we understand that signing this Disclosure creates no obligation to obtain a loan through any particular person or company (including, the person or company providing me this Disclosure);
- (iv) My/our selection of a Loan Option has been voluntary, based on my/our own evaluation of my/our particular needs and interests, and neither the Loan Originator, nor the person or company providing me/us this Disclosure, nor any other person affiliated with either, has advised, counseled or otherwise influenced me/us in selecting a particular loan option;
- (v) I/we understand that a number of other disclosure documents, and other information, are being (or will be) provided, under applicable Federal, state and/or local laws, and that the Loan Originator and creditor strongly encourage me/us to closely review each of these various documents when deciding whether and how to proceed with any particular loan transaction; and
- (vi) Except for Loan Types for which a Loan Options Disclosure has been presented, I/we have not expressed an interest in any other Loan Type.

Donna L Johansen Cross

Date

Date

Tangible Net Benefit Disclosure

Borrower(s): Donna L Johansen Cross

Date: 01/23/2013

Loan Number: [REDACTED]

 Property Address: [REDACTED]
 Warrenton, VA 20187

Lender/Broker: Virginia Heritage Bank

Loan Originator: Kim Ann Cybulski

License # :

License # : 188605

NMLS # :

NMLS #: 188605

The undersigned borrower(s) plan(s) to enter into a transaction which refinances an existing mortgage loan with a new mortgage loan secured by the property located at the address above. This worksheet is designed to assist borrowers, mortgage lenders and mortgage brokers in determining if a proposed loan has a reasonable, tangible net benefit to the borrower(s).

The following is a consideration of the loan terms and features of the new loan compared to the loan terms and features of the existing loan to determine the tangible net benefit as it relates directly to the new loan:

Loan Information		
	New Loan	Existing Loan
Loan Date	02/22/2013	03/30/2010
Loan Amount	312,000.00	397,800.00
Loan Term	360	360
Type of Loan	<input checked="" type="checkbox"/> Fixed Rate <input type="checkbox"/> ARM <input type="checkbox"/> Balloon	<input checked="" type="checkbox"/> Fixed Rate <input type="checkbox"/> ARM <input type="checkbox"/> Balloon
Loan Interest Rate	Initial Interest Rate: 3.750 Fully Indexed Rate: Maximum Rate: 3.750 APR: 3.797	Initial Interest Rate: 5.375 Fully Indexed Rate: Maximum Rate: 5.375 APR:
Monthly Payment Amount Includes hazard insurance and/or property taxes	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Payment Amount	1,444.92	2,616.00
Payment Amount with MI	1,444.92	
Total Monthly Mtg. Obligation	1,819.42	2,616.00
Loan to Value Ratio	78.987	100.000
Loan contains Mortgage Insurance	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Loan contains Prepayment Penalty provision	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Loan contains Negative Amortization provision	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Loan contains Balloon Payment provision	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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By refinancing the existing loan(s), the following benefits apply to the borrower(s):
(each borrower must initial any benefit that applies):

_____	_____	_____	_____	_____	_____	Obtaining a lower interest rate
_____	_____	_____	_____	_____	_____	Obtaining a lower monthly payment, including principal, interest, taxes and insurance
_____	_____	_____	_____	_____	_____	Obtaining a shorter amortization schedule
_____	_____	_____	_____	_____	_____	Changing from an adjustable rate loan to a fixed rate loan
_____	_____	_____	_____	_____	_____	Eliminating a negative amortization feature
_____	_____	_____	_____	_____	_____	Eliminating a balloon payment feature
_____	_____	_____	_____	_____	_____	Receiving a reasonable amount of cash-out from the new loan in an amount greater than and in relation to the costs and fees incurred in connection with the new loan
_____	_____	_____	_____	_____	_____	Avoiding foreclosure
_____	_____	_____	_____	_____	_____	Eliminating the need for private mortgage insurance
_____	_____	_____	_____	_____	_____	Consolidating other existing loans into a new mortgage loan
_____	_____	_____	_____	_____	_____	The proceeds of the new loan will be used for purposes that are of such importance to me that I am willing to obtain a new loan, even if that loan has terms that may not be as favorable as my existing loan.
_____	_____	_____	_____	_____	_____	The new loan is guaranteed, originated, or funded by the Federal Housing Administration, the Department of Veterans Affairs, or other state or federal housing agencies.
_____	_____	_____	_____	_____	_____	There is a beneficial change for the borrower(s) in the duration of the new loan.
_____	_____	_____	_____	_____	_____	The new loan is a "special mortgage," originated, subsidized, or guaranteed by or through a state, tribal or local government or non-profit organization with below-market rate or non-standard payment terms.
_____	_____	_____	_____	_____	_____	Bona Fide Financial Emergency/Circumstances:

Borrower(s) Received Reasonable, Tangible Net Benefit:

I/We have considered the terms of both the existing and new loan and my/our personal circumstances. I/We understand that the terms of the new loan may be different than the terms of my/our existing loan, and I/we believe that the overall benefits of the new loan identified above make the new terms beneficial to me/us, and provide us with a reasonable, tangible net benefit. By signing below, I/we hereby acknowledge reading, understanding and completing all of the information above, and that I/we have received a copy of this document on the date indicated below.

Borrower Name
Donna L. Johansen Cross

Borrower Name



Loan Number:

Credit Inquiry Certification

I/We have reviewed the credit inquiries that have been identified on our credit report over the previous 120 days and certify that no additional credit has been established from each inquiry, or the associated debt is reported on our credit report. In addition, I/We certify that no new inquiries were authorized since the date of the credit report and no new credit has been obtained.

DATE

BORROWER

DATE

CO-BORROWER